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CELONIS SE and CELONIS, INC.,
Plaintiffs,
v.
SAP SE and SAP AMERICA, INC.,
Defendants.

Case No. 3:25-cv-02519-VC

**JOINT STIPULATION REGARDING
MOTION FOR PRELIMINARY
INJUNCTION**

Judge: Hon. Vince Chhabria
Courtroom: 4, 17th Floor

Plaintiffs Celonis SE and Celonis, Inc. (“Plaintiffs” or “Celonis”) and Defendants SAP SE and SAP America, Inc. (“Defendants” or “SAP”; together with Plaintiffs, “the Parties”) stipulate and agree as follows:

WHEREAS, on March 13, 2025 Celonis filed a Motion for Preliminary Injunction in this action (Dkt. 16) (“PI Motion”), which PI Motion SAP has opposed (Dkt. 52);

WHEREAS, on April 17, 2025, SAP filed a Motion to Dismiss (Dkt. 46), which Motion to Dismiss Celonis has opposed (Dkt. 54);

WHEREAS, as set forth below, the Parties have reached certain agreements as to interim measures as a result of which the Parties have concluded that the PI Motion does not require resolution by the Court (the “Stipulation”);

WHEREAS, all provisions of the Stipulation are material to the Parties’ agreement and shall be read together; and,

WHEREAS, Plaintiffs and Defendants agree that the Stipulation herein does not constitute an admission of liability or waiver of any rights, claims, defenses, arguments or requests for relief in this or any other action between them, except as specifically set forth below;

IT IS HEREBY STIPULATED by the Parties, as follows:

1. SAP will not prohibit or interfere with the use or deployment of Celonis’ RFC ABAP extractor, with or without the real time extension, as generally described at <https://docs.celonis.com/en/pipeline-end-to-end-overview.html> and the related publicly available documentation specific to the RFC ABAP-extractor (the “Celonis RFC Module”) to extract data from SAP ECC and SAP S/4HANA systems (and the previous and subsequent versions thereof) during the pendency of this Stipulation as set forth in par. 7, below.

2. SAP will not impose on its customers additional fees or license payments for access to or extraction of customer data using the Celonis RFC Module during the pendency of this Stipulation.

3. Within five (5) business days of entry of this Stipulation, SAP will instruct, in writing, each of its marketing, sales, and field employees who sell or promote Signavio products or services that compete with Celonis not to make statements to customers or the market that are inconsistent with this Stipulation. In the event SAP becomes aware of such statement having been made by any of its employees or partners selling the relevant products at SAP's direction during the pendency of this Stipulation, including by virtue of notice by Celonis, SAP shall address such statement within fourteen (14) business days of such notice or awareness by issuing a written clarification, retraction or correction to be provided to Celonis when provided to any third party, which statement shall be agreed between the parties within 15 days of this Stipulation and which shall include, at a minimum, the contents of paragraph one, above.

4. Celonis will immediately withdraw the PI Motion (and will immediately hereafter file whatever notice or motion is necessary to effect that withdrawal). Neither Party shall file any motion for preliminary injunction against the other during the pendency of this Stipulation unless for conduct unrelated to the subject matter of this Stipulation and of which the moving party is unaware at the time of this Stipulation.

5. Celonis will not use or deploy ODP RFC to extract data from an SAP system during the pendency of this Stipulation, unless SAP permits or allows any other third party vendor or other third party process miner to extract data using ODP RFC.

6. The Parties agree that this Stipulation may not be used to in any way suggest or argue that any license has been granted, or to suggest or argue that any license is required, from

one Party to another. The Parties reserve all rights with respect to any claim (including for any damages and/or permanent injunctive relief) against the other, and the Parties may pursue any such claims during the pendency of this Stipulation. This Stipulation shall be governed by Federal Rule of Evidence 408.

7. This Stipulation terminates upon resolution of this action on the merits in its entirety at the district court level, for example, upon issuance of a dismissal without leave to amend, summary judgment or trial decision that results in a final appealable judgment and disposes of this action. Nothing herein, however, shall preclude either Party from seeking a stay of execution or other interim relief pending appeal of such decision.

Dated: June 5, 2025

JONES DAY

By: /s/ David C. Kiernan
David C. Kiernan

Attorneys for Defendants
SAP SE and SAP AMERICA, INC.

Dated: June 5, 2025

HOGAN LOVELLS US LLP

By: /s/ Jennifer Fleury
Jennifer Fleury

Attorneys for Plaintiffs
Celonis SE and Celonis, Inc.

SIGNATURE ATTESTATION

I attest that the content of this document is acceptable to all persons required to sign it, and that I have obtained authorizations from each of them to affix his or her electronic signature to this document.

Dated: June 5, 2025

HOGAN LOVELLS US LLP

By: /s/ Jennifer Fleury
Jennifer Fleury

Attorneys for Plaintiffs